

EXHIBIT A

Driver Solutions**Installment Business Loan Demand Note**

For value received, [REDACTED] ("Borrower") an adult having a mailing address of:

[REDACTED] promises to pay to the order of Driver Solutions ("Lender") at the principal office of Lender in Indianapolis, Indiana, or at such other place or to such other party as the holder hereof may from time to time designate, the principal sum of \$5,995.00 plus interest on the principal balance computed on the basis of the actual number of days elapsed in a year of 365 days at a rate of 18% per annum.

In no event shall the interest rate exceed the maximum rate allowed by law; any interest payment which would for any reason be unlawful under applicable law shall be applied to principal. Payments may, at the option of Lender, be applied first to charges including expenses of collection, then to late fees, then to interest and then to principal. Acceptance by Lender of any payment which is less than payment in full of all amounts due and owing at such time shall not constitute a waiver of Lender's right to receive payment in full at such time or any other time.

This Note evidences a debt which is subject to the additional terms and conditions of the Enrollment Agreement executed by Borrower and dated 03/09/2009 ("the Enrollment Agreement"), which terms and conditions are incorporated herein by reference as though set forth in full. The amount of this Note and timing of payments may be modified based on the terms of the Enrollment Agreement. If this Note becomes payable on demand based on the terms and conditions contained in the Enrollment Agreement, and this Note is not paid on demand, accrued and unpaid interest, late fees and Costs (as such term is hereinafter defined) shall be due and payable as described in this Note.

PAYMENTS: Borrower shall pay this Note in consecutive monthly installments of \$180.00 including interest, commencing on 06/25/2009 until demand, at which time the unpaid principal balance plus accrued interest and charges then unpaid shall be due and payable immediately.

TUITION: If Borrower completes 12 consecutive months of employment with the Carrier (as such term is defined in the Enrollment Agreement), DS will provide Borrower with a Tuition credit of \$4,500.00, making the total tuition I am responsible for \$1,495.00. This \$1,495.00 will be paid from my Employee Savings Account (as such term is defined in the Enrollment Agreement). Borrower will then have no further Tuition obligation under this Note. If Borrower fails to complete 12 consecutive months of employment with the Carrier, the unpaid Tuition and any unpaid Other Charges including accrued interest, late fees and Costs will become payable on demand. If payment is not received on demand, additional interest, late fees and Costs will accrue as described in this Note.

LATE FEE: If any payment is not received by Lender within 10 days after its due date, Lender may assess and Borrower agrees to pay a late fee equal to the lesser of five percent (5%) of the past due amount or Five Dollars (\$5.00), but in no event less than One Dollar (\$1.00).

PREPAYMENT: Principal may be pre-paid provided that all partial prepayments shall be applied to the latest maturing installments of principal payable under this Note in inverse order of maturity.

REPRESENTATIONS BY BORROWER: Borrower represents that (a) this Note is a valid and binding agreement, enforceable according to its terms; and (b) this Note evidences a business loan exempt from the Federal Truth In Lending Act (15 USC 1601, et seq), the Federal Reserve Bank's Regulation Z (12 CFR 226, et seq), and the Indiana Uniform Consumer Credit Code (IC 24-4.5-1-101, et seq). The Borrower acknowledges that this Contract is for an educational benefit and is not dischargeable in Bankruptcy under 11 U.S.C. § 523(8)(b).

DEFAULT: Should default be made in any payment when due, the whole sum of principal and interest shall immediately become due and payable at the option of Lender. Reference is made to the Enrollment Agreement for other conditions under which the maturity of this Note may be accelerated.

COSTS: Borrower is liable to Lender for all reasonable costs and expenses of every kind incurred in the making or collection of this Note, including, without limitation, reasonable attorneys' fees and court costs ("Costs").

MISCELLANEOUS: Borrower and Guarantor (if applicable), shall be jointly and severally liable for the obligations represented by this Note, and the receipt of value by any one of them constitutes receipt of value by the other. Section headings are for the convenience of reference only and do not affect the interpretation of this Note. This Note, the Enrollment Agreement and all related loan documents embody the entire agreement between Borrower, Guarantor, and Lender regarding the terms of the loan evidenced by this Note, and supersede all oral statements and prior writings relating to that loan.

GOVERNING LAW: This Note is made under and will be governed in all cases by the substantive laws of the State of Indiana, notwithstanding the fact that Indiana conflicts of law rules might otherwise require the substantive rules of law of another jurisdiction apply. Whenever possible, each provision of this Note or any related agreement or instrument shall be interpreted in such manner as to be effective and valid under applicable law, but if any such provision shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note or any related agreement of instrument.

VENUE/JURISDICTION: Student, Guarantor (if applicable), and DS, by acceptance of this Enrollment Agreement, agree that all actions or proceedings arising in connection with this Enrollment Agreement or any of the other loan documents or any dealings between them relating to the subject matter of this transaction or the relationship that is being established shall be tried and litigated only in the state courts located in the County of Marion, State of Indiana, or the federal courts whose venue includes the County of Marion, State of Indiana. Student and Guarantor waive, to the extent permitted under applicable law, any right Student or Guarantor may have to assert that any such action or proceeding was brought in an inconvenient court or to object to venue to the extent any proceeding is brought in accordance with this paragraph.

WAIVER OF PUNITIVE DAMAGES: BORROWER, GUARANTOR (IF APPLICABLE), AND LENDER, BY ACCEPTANCE OF THIS NOTE, HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY SUCH PARTY.

WAIVER OF RIGHT TO JURY TRIAL: BORROWER, GUARANTOR (IF APPLICABLE), AND LENDER, BY ACCEPTANCE OF THIS NOTE, EACH HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR THE RELATIONSHIP THAT IS BEING ESTABLISHED. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including contract claims, tort claims, breach of duty claims and all other common law and statutory claims. BORROWER, GUARANTOR (IF APPLICABLE), AND LENDER, BY ACCEPTANCE OF THIS NOTE, FURTHER WARRANT AND REPRESENT THAT THEY HAVE REVIEWED THIS WAIVER AND THAT THEY KNOWINGLY AND VOLUNTARILY WAIVE THEIR JURY TRIAL RIGHTS. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS NOTE).

Borrower:

Signature:

Date:

03/09/2009

Acknowledgment

DS:

By

Title

President

Printed Name

Mark Kinsel

Date:

03/09/2009

EXHIBIT B

**ENROLLMENT AGREEMENT
CARRIER SCHOLARSHIP OPTION**



Driver Solutions, 3603 East Raymond Street, Indianapolis, IN 46203 Phone: (317) 791-2900

 LastName FirstName Social Security # DOB

 (Student Address: Street, City, State, ZIP Code)

PROGRAM DESCRIPTION

The above individual wishes to enroll in the following Driver Solutions (herein after "DS") training program based on the terms and conditions of this Enrollment Agreement.

Campus: CI - Indy

Course Name: 13 Day, 100 Clock Hour Truck Driver Training Program

Name Of Carrier: USA ("Carrier")

Program Length at DS: 13 (Days) or 3 (Weeks) or 100 (Clock Hours) Length Carrier Over-The-Road (OTR) Training: 6 (Weeks)

Program Start Date: 03/09/2009

Projected Graduation Date: 05/07/2009

SUMMARY OF TUITION, FEES AND EXPENSES

Tuition: The entire tuition for this program including books and supplies is \$5,995.00.

CDL Written Tests: There are CDL licensing fees. These are paid directly to the State. There is an additional fee to transfer the CDL license back to your home state. This transfer fee varies from state to state. You are personally responsible in all cases for paying these fees.

Student Housing: Through a contract relationship with a local hotel, DS offers housing assistance to out-of-town students. The total cost of housing is \$400.00 for Sunday thru completion of training. We may at our option agree to finance the \$400.00 cost of your housing.

The normal stay in housing is 17 days. In the event you need to stay additional days for personal reasons you will be charged \$17.35 per night. In the event you withdraw or are dismissed from the school, you will be charged a pro-rated amount of housing, utilizing the number of housing days incurred. If you complete the training, DS pays for the housing no matter if you complete the training early or late.

I do require housing based on the terms disclosed in this Enrollment Agreement.

Physical And Drug Screen: As a pre-condition of enrollment, all students are required to take a DOT physical and drug screen. The cost is \$125.00. If you withdraw or are dismissed from the program after you have taken the physical and drug screen, you are responsible to pay DS a \$125 fee to reimburse the school for the costs incurred to administer these exams. If you complete training and go to work for the trucking company named on your Enrollment Agreement, the \$125.00 is waived.

Other Business Expenses: DS understands that you may have certain out-of-pocket expenses related to this business agreement including but not limited to travel to DS, meals and license fees. DS may, at it's sole discretion, agree to loan you money with the understanding that this money will be used solely for such business purposes related to this Enrollment Agreement.

Refund/Prorated Tuition/Interest/Costs: Under all circumstances, any money due to me will be refunded within 30 days of my last date of attendance. If I owe pro-rated tuition under this Enrollment Agreement it will be calculated by multiplying the number of hours of instruction scheduled up to the point of withdrawal or dismissal by \$59.95 (the prorated hourly rate of \$5,995.00). The interest rate charged on financed amounts under this Enrollment Agreement is 18% per annum. I understand I am liable for all reasonable costs and expenses of every kind incurred in the making or collection of my account, including, without limitation, reasonable attorneys' fees and court costs.

APPLICABLE TUITION, FEES AND CHARGES

Prior to starting class and signing this Enrollment Agreement, you may choose to cancel at any time. If you do so, all money you have paid to DS will be refunded to you.

After I start class, I will be entitled to a FULL REFUND OF MY TUITION if one or more of the following conditions are met:

- A) Within the first six days of the program I decide, for any reason, (other than failure of a drug screen) not to continue.
- B) It is determined that I do not meet DS's minimum admission requirements (unless I falsified my application to DS or the Carrier).
- C) My enrollment was procured as a result of material misrepresentation of the training program in the written materials given to me by DS and I bring this to DS's attention before completion of training.

If, after the six days of the program, I voluntarily withdraw or fail a drug screen, or if at any time am dismissed for a violation of school policy, failure to disclose criminal charges or falsifying my application, I will owe DS the pro-rated amount of TUITION, the pro-rated amount of my STUDENT HOUSING cost (if applicable), PHYSICAL AND DRUG SCREEN fee, any carrier payments received, and any additional loan from DS for OTHER BUSINESS EXPENSES. The entire amount will be due and payable on demand.

If after the first six days of the program, I am dismissed by the training department because in their best judgment I would be unable to acquire the skills necessary to complete training in a reasonable period of time, I will owe DS \$500.00 of tuition, the pro-rated amount of my STUDENT HOUSING cost (if applicable), PHYSICAL AND DRUG SCREEN fee, any carrier payments received and any additional loan from DS for OTHER BUSINESS EXPENSES. The entire amount will be due and payable on demand.

If I complete my training, I will owe DS the full TUITION of \$5,995.00, and other charges ("Other Charges") of \$0.00 for the amount of any additional loan from DS for OTHER BUSINESS EXPENSES. After I become a first seat driver for the Carrier, \$45.00 will be deducted from my pay per week. This will continue until I reach one year of employment. DS will hold these moneys in my name in my Employee Savings Account to secure payment of my TUITION and Other Charges. If I am terminated from the Carrier for any reason, whether voluntarily or involuntarily, the TUITION of \$5,995.00 and any Other Charges outstanding will become due and payable on demand. Any moneys being held by DS in my name in my Employee Savings Account will be applied and I will owe DS the balance on demand. If I Do Not go to work for the Carrier, in addition to the above charges, I will also be responsible for the PHYSICAL AND DRUG SCREEN fee, any carrier payments received and the entire amount will be due and payable on demand.

No interest will accrue on my Tuition and Other Charges until such time that my employment is terminated from the carrier. If I remain employed by the Carrier for one full year, I will receive a credit of \$4,500.00 making the total tuition I am responsible for \$1,495.00. Any money being held in my name after full payment of my Other Charges and full payment of my tuition of \$1,495.00 will be refunded to me.

Certificate/Graduation Status: To be considered a graduate of the program I understand I must complete the OTR training program with the Carrier. If I do not report for work at the Carrier or am terminated for any reason, whether voluntarily or involuntarily before completing the OTR training I will not be considered a graduate of the program. I will not be eligible to receive a graduation certificate and will owe the entire TUITION amount of \$5,995.00 and any additional loan from DS for OTHER BUSINESS EXPENSES. The entire amount will be due and payable on demand.

MISCELLANEOUS: This Enrollment Agreement and all related loan documents embody the entire agreement between Student, Guarantor (if applicable), and DS and supersedes all oral statements.

GOVERNING LAW: This Enrollment Agreement is made under and will be governed in all cases by the substantive laws of the State of Indiana, notwithstanding the fact that Indiana conflicts of law rules might otherwise require the substantive rules of law of another jurisdiction apply. Whenever possible, each provision of this Enrollment Agreement or any related agreement or instrument shall be interpreted in such manner as to be effective and valid under applicable law, but if any such provision shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Enrollment Agreement or any related agreement of instrument.

VENUE/JURISDICTION: Student, Guarantor (if applicable), and DS, by acceptance of this Enrollment Agreement, agree that all actions or proceedings arising in connection with this Enrollment Agreement or any of the other loan documents or any dealings between them relating to the subject matter of this transaction or the relationship that is being established shall be tried and litigated only in the state courts located in the County of Marion, State of Indiana, or the federal courts whose venue includes the County of Marion, State of Indiana. Student and Guarantor waive, to the extent permitted under applicable law, any right Student or Guarantor may have to assert that any such action or proceeding was brought in an inconvenient court or to object to venue to the extent any proceeding is brought in accordance with this paragraph.


WAIVER OF PUNITIVE DAMAGES: STUDENT, GUARANTOR (IF APPLICABLE), AND DS, BY ACCEPTANCE OF THIS NOTE, HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY SUCH PARTY.

WAIVER OF RIGHT TO JURY TRIAL: STUDENT, GUARANTOR (IF APPLICABLE), AND DS, BY ACCEPTANCE OF THIS ENROLLMENT AGREEMENT, EACH HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS ENROLLMENT AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR THE RELATIONSHIP THAT IS BEING ESTABLISHED. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including contract claims, tort claims, breach of duty claims and all other common law and statutory claims. STUDENT, GUARANTOR (IF APPLICABLE), AND DS, BY ACCEPTANCE OF THIS ENROLLMENT AGREEMENT, FURTHER WARRANT AND REPRESENT THAT THEY HAVE REVIEWED THIS WAIVER AND THAT THEY KNOWINGLY AND VOLUNTARILY WAIVE THEIR JURY TRIAL RIGHTS. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS ENROLLMENT AGREEMENT).

EMPLOYMENT GUARANTEE DISCLAIMER

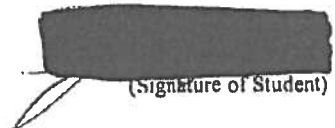

Due to State regulations, DS can not and does not guarantee job placement.

COMPLAINT PROCEDURE

 I understand that I can direct questions or concerns regarding the school's satisfying the terms of this Enrollment Agreement to Mark Kinsel, President of DS.

STUDENT STATEMENT

I have read and understand this entire Enrollment Agreement with DS and understand the obligation it imposes. I have signed this Enrollment Agreement of my own free will and without coercion. This Enrollment Agreement is legal and binding and any other verbal representation not in this Enrollment Agreement is not valid.

 _____ (Signature of Student)  _____ (Phone #)  _____ (Date Signed)

Accepted By: _____

(Signature of School Representative)

(Date Signed)

EXHIBIT C

C1 Professional Training Center**Installment Business Loan Demand Note**

For value received, Michael Fitch, an adult having a mailing address of [REDACTED] ("Borrower") promises to pay to the order of C1 Professional Training Center ("Lender") at the principal office of Lender in Indianapolis, Indiana, or at such other place or to such other party as the holder hereof may from time to time designate, the principal sum of \$6,395.00 plus interest on the principal balance computed on the basis of the actual number of days elapsed in a year of 365 days at a rate of 18.0% per annum.

In no event shall the interest rate exceed the maximum rate allowed by law; any interest payment which would for any reason be unlawful under applicable law shall be applied to principal. Payments may, at the option of Lender, be applied first to charges including expenses of collection, then to late fees, then to interest and then to principal. Acceptance by Lender of any payment which is less than payment in full of all amounts due and owing at such time shall not constitute a waiver of Lender's right to receive payment in full at such time or any other time.

The principal balance of this Note is made up of two parts, \$400.00 ("Other Charges") and \$5,995.00 ("Tuition").

This Note evidences a debt which is subject to the additional terms and conditions of the Enrollment Agreement executed by Borrower and dated 1/8/07 ("the Enrollment Agreement"), which terms and conditions are incorporated herein by reference as though set forth in full. The amount of this Note and timing of payments may be modified based on the terms of the Enrollment Agreement. If this Note becomes payable on demand based on the terms and conditions contained in the Enrollment Agreement, and this Note is not paid on demand, accrued and unpaid interest, late fees and Costs (as such term is hereinafter defined) shall be due and payable as described in this Note.

PAYMENTS: Borrower shall pay this Note in consecutive monthly installments of \$180.00 including interest, commencing on 4/25/07 until demand, at which time the unpaid principal balance plus accrued interest and charges then unpaid shall be due and payable immediately.

TUITION: If Borrower completes 12 consecutive months of employment with the Carrier (as such term is defined in the Enrollment Agreement), C1 will provide Borrower with a credit of \$5,000.00, making the total tuition I am responsible for \$995.00. This \$995.00 will be paid from my Escrow Account (as such term is defined in the Enrollment Agreement). Borrower will then have no further Tuition obligation under this Note. If Borrower fails to complete 12 consecutive months of employment with the Carrier, the unpaid Tuition and any unpaid Other Charges including accrued interest, late fees and Costs will become payable on demand. If payment is not received on demand, additional interest, late fees and Costs will accrue as described in this Note.

LATE FEE: If any payment is not received by Lender within 10 days after its due date, Lender may assess and Borrower agrees to pay a late fee equal to the lesser of five percent (5%) of the past due amount or Five Dollars (\$5.00), but in no event less than One Dollar (\$1.00).

PREPAYMENT: Principal may be pre-paid provided that all partial prepayments shall be applied to the latest maturing installments of principal payable under this Note in inverse order of maturity.

REPRESENTATIONS BY BORROWER: Borrower represents that (a) this Note is a valid and binding agreement, enforceable according to its terms, and (b) this Note evidences a business loan exempt from the Federal Truth In Lending Act (15 USC 1601, et seq), the Federal Reserve Bank's Regulation Z (12 C.F.R. 226, et seq), and the Indiana Uniform Consumer Credit Code (IC 24-4.5-1-101, et seq).

DEFAULT: Should default be made in any payment when due, the whole sum of principal and interest shall immediately become due and payable at the option of Lender. Reference is made to the Enrollment Agreement for other conditions under which the maturity of this Note may be accelerated.

COSTS: Borrower is liable to Lender for all reasonable costs and expenses of every kind incurred in the making or collection of this Note, including, without limitation, reasonable attorneys' fees and court costs ("Costs").

MISCELLANEOUS: Borrower and Guarantor (if applicable), shall be jointly and severally liable for the obligations represented by this Note, and the receipt of value by any one of them constitutes receipt of value by the other. Section headings are for the convenience of reference only and do not affect the interpretation of this Note. This Note, the Enrollment Agreement and all related loan documents embody the entire agreement between Borrower, Guarantor, and Lender regarding the terms of the loan evidenced by this Note, and supersede all oral statements and prior writings relating to that loan.

GOVERNING LAW: This Note is made under and will be governed in all cases by the substantive laws of the State of Indiana, notwithstanding the fact that Indiana conflicts of law rules might otherwise require the substantive rules of law of another jurisdiction apply. Whenever possible, each provision of this Note or any related agreement or instrument shall be interpreted in such manner as to be effective and valid under applicable law, but if any such provision shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note or any related agreement or instrument.

VENUE/JURISDICTION: Borrower, Guarantor (if applicable), and Lender, by acceptance of this Note, agree that all actions or proceedings arising in connection with this Note or any of the other loan documents or any dealings between them relating to the subject matter of this transaction or the relationship that is being established shall be tried and litigated only in the state courts located in the County of Marion, State of Indiana, or the federal courts whose venue includes the County of Marion, State of Indiana. Borrower and Guarantor waive, to the extent permitted under applicable law, any right Borrower or Guarantor may have to assert that any such action or proceeding was brought in an inconvenient court or to object to venue to the extent any proceeding is brought in accordance with this paragraph.

WAIVER OF PUNITIVE DAMAGES: BORROWER, GUARANTOR (IF APPLICABLE), AND LENDER, BY ACCEPTANCE OF THIS NOTE, HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY SUCH PARTY.

WAIVER OF RIGHT TO JURY TRIAL: BORROWER, GUARANTOR (IF APPLICABLE), AND LENDER, BY ACCEPTANCE OF THIS NOTE, EACH HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR THE RELATIONSHIP THAT IS BEING ESTABLISHED. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including contract claims, tort claims, breach of duty claims and all other common law and statutory claims. BORROWER, GUARANTOR (IF APPLICABLE), AND LENDER, BY ACCEPTANCE OF THIS NOTE, FURTHER WARRANT AND REPRESENT THAT THEY HAVE REVIEWED THIS WAIVER AND THAT THEY KNOWINGLY AND VOLUNTARILY WAIVE THEIR JURY TRIAL RIGHTS. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS NOTE).

Borrower:

Printed Name Michael Fitch

Written Name Michael Fitch

Date 1-8-07

Acknowledgement

CL:

By _____

Title Chief Financial Officer

Printed Name Michael J. Benker

Date _____

EXHIBIT D

ENROLLMENT AGREEMENT
SCHOLARSHIP OPTION #1



C1 Professional Training Center, 3603 East Raymond Street, Indianapolis, IN 46203 Phone: (317) 791-2900

Michael Fitch ("Student")

PROGRAM DESCRIPTION

The above individual wishes to enroll in the following C1 Professional Training Center ("C1") training program based on the terms and conditions of this Enrollment Agreement.

Course Name: 15 Day, 120 Clock Hour Truck Driver Training Program

Name Of Carrier: USA ("Carrier")

Program Length at C1: 15 (Days) or 3 (Weeks) or 120 (Clock Hours) Length Carrier Over-The-Road (OTR) Training: 6 (Weeks)

Program Start Date: 1/8/07 Projected Graduation Date: 3/11/07

SUMMARY OF TUITION, FEES AND EXPENSES

Tuition: The entire tuition for this program including books and supplies is \$5,995.

Student Housing: Through a contract relationship with a local hotel, C1 offers housing assistance to out-of-town students. The total cost of housing is \$400.00.

The normal stay in housing is 19 days. In the event you need to stay additional days for personal reasons you will be charged \$21.05 per night. In the event you withdraw or are dismissed from the school, a refund of your housing charges will be made. The refund will be calculated by the prorated method, utilizing the number of housing days incurred. If you complete training the cost will be fixed at \$400.00 no matter if you complete training early or late.

MP I do require housing based on the terms disclosed in this Enrollment Agreement.

Physical And Drug Screen: As a pre-condition of enrollment, all students are required to take a DOT physical and drug screen. As a driver for USA Truck, you are required to take a Drug Screen upon arrival to the training center (Drug Screen #1) and one prior to completing the training (Drug Screen #2). You have paid \$15.00 for Drug Screen #1. This fee is non-refundable. The cost of Drug Screen #2 and DOT Physical is \$125.00. If you withdraw or are dismissed from the program PRIOR to Drug Screen #2, you will be charged \$100.00 for your Physical. If you withdraw or are dismissed from the program AFTER Drug Screen #2, you will be charged \$125.00 for your Drug Screen and Physical. If you complete training and go to work for the trucking company named on your Enrollment Agreement, the \$125.00 is waived.

NO Show: Do not sign this Enrollment Agreement and begin class if you do not intend to go to work for the Carrier. Once you sign this Enrollment Agreement, C1 will be notifying the Carrier that, assuming you complete the training program at C1 and other applicable requirements you will be going to work for the Carrier. C1's business relationship is damaged with the Carrier if you then choose not to go to work for the Carrier. As a result, C1 has damages that are difficult to quantify. In order to compensate C1 for those damages, you agree to pay C1 \$2,500 as well as any other applicable charges referenced herein when you sign this Enrollment Agreement.

Refund/Prorated Tuition/Interest/Costs: Under all circumstances, any money due to me will be refunded within 30 days of my last date of attendance. If I owe pro-rated tuition under this Enrollment Agreement it will be calculated by multiplying the number of hours of instruction scheduled up to the point of withdrawal or dismissal by \$49.96 (the prorated hourly rate of \$5,995). The interest rate charged on financed amounts under this Enrollment Agreement is 18% per annum. I understand I am liable for all reasonable costs and expenses of every kind incurred in the making or collection of my account, including, without limitation, reasonable attorneys' fees and court costs.

APPLICABLE TUITION, FEES AND CHARGES

Prior to starting class and signing this Enrollment Agreement, you may choose to cancel at any time. If you do so, all money you have paid to C1 will be refunded to you.

After I start class, I will be entitled to a FULL REFUND OF MY TUITION if one or more of the following conditions are met:

- A) Within the first four days of the program I decide, for any reason not to continue. I will be responsible for my physical and drug screen fee, housing costs incurred, bus ticket (if applicable) and any additional loans from C1 for OTHER BUSINESS EXPENSES.
- B) It is determined that I do not meet C1's minimum admission requirements (unless I falsified my application to C1 or the Carrier)
- C) My enrollment was procured as a result of material misrepresentation of the training program in the written materials given to me by C1 and I bring this to C1's attention before completion of training.

MF If, after the first four days of the program, I voluntarily withdraw or fail a drug screen, if at any time am dismissed for a violation of school policy, failure to disclose criminal charges or falsifying my application, I will owe C1 the pro-rated amount of TUITION, the pro-rated amount of my STUDENT HOUSING cost, \$125 for my PHYSICAL AND DRUG SCREEN, any carrier payments received, and any additional loan from C1 for OTHER BUSINESS EXPENSES. The entire amount will be due and payable on demand.

MF If after the first four days of the program, I am dismissed by the training department because in their best judgment I would be unable to acquire the skills necessary to complete training in a reasonable period of time, I will owe C1 \$500 of tuition, the pro-rated amount of my STUDENT HOUSING cost, \$125 for my PHYSICAL AND DRUG SCREEN, any carrier payments received and any additional loan from C1 for OTHER BUSINESS EXPENSES. The entire amount will be due and payable on demand.

MF If I complete my training and go to work for the Carrier, I will owe C1 the full TUITION of \$5,995, STUDENT HOUSING cost (if applicable), and the amount of any additional loan from C1 for OTHER BUSINESS EXPENSES. After I become a first seat driver for the Carrier, \$45 will be deducted from my pay per week. This will continue until I reach one year of employment. I understand that C1 will first apply these payroll deductions to any Other Charges until they are paid in full. If, or when, no Other Charges remain outstanding, C1 will hold these moneys in my name in my escrow account ("Escrow Account") to secure payment of my TUITION. If I am terminated from the Carrier for any reason, whether voluntarily or involuntarily, the TUITION of \$5,995 and any Other Charges outstanding will become due and payable on demand. Any moneys being held by C1 in my name in my Escrow Account will be applied and I will owe C1 the balance on demand.

The tuition will not be set up on C1's books and no interest will accrue on it until such time that my employment is terminated from the carrier. If I remain employed by the Carrier for one full year, I will receive a credit of \$5,000.00 making the total tuition I am responsible for \$995.00. Any money being held in my name after full payment of my Other Charges and full payment of my tuition of \$995.00 will be refunded to me including interest calculated at a rate of 10% based on the timing the payments were received by C1.

MF Certificate/Graduation Status: To be considered a graduate of the program I understand I must complete the OTR training program with the Carrier. If I do not report for work at the Carrier or am terminated for any reason, whether voluntarily or involuntarily before completing the OTR training I will not be considered a graduate of the program. I will not be eligible to receive a graduation certificate and will owe the entire TUITION amount of \$5,995, \$125 for my PHYSICAL AND DRUG SCREEN, the amount of my STUDENT HOUSING cost incurred, any carrier payments received, and any additional loan from C1 for OTHER BUSINESS EXPENSES. The entire amount will be due and payable on demand.

MF If I complete my training, pass my CDL Skills Test, but do not go to work for the Carrier, I will owe C1 the full TUITION of \$5,995 STUDENT HOUSING cost (if applicable), \$125 for my PHYSICAL AND DRUG SCREEN, the amount of any additional loan from C1 for OTHER BUSINESS EXPENSES, any carrier payments received and a \$2,500 NO SHOW fee. The entire amount will be due and payable on demand. If I don't pay this immediately, interest will accrue at 18% and \$200 per week will be deducted from my pay until the entire balance, including accrued interest, is paid in full. If you do not intend to go to work for the Carrier you should consider our independent option where you are not required to go to work for a specific carrier.

ISCELLANEOUS: This Enrollment Agreement and all related loan documents embody the entire agreement between Student, Guarantor (if applicable), and C1 and supercedes all oral statements.

GOVERNING LAW: This Enrollment Agreement is made under and will be governed in all cases by the substantive laws of the State of Indiana, notwithstanding the fact that Indiana conflicts of law rules might otherwise require the substantive rules of law of another jurisdiction apply. Whenever possible, each provision of this Enrollment Agreement or any related agreement or instrument shall be interpreted in such manner as to be effective and valid under applicable law, but if any such provision shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Enrollment Agreement or any related agreement or instrument.

VENUE/JURISDICTION: Student, Guarantor (if applicable), and C1, by acceptance of this Enrollment Agreement, agree that all actions or proceedings arising in connection with this Enrollment Agreement or any of the other loan documents or any dealings between them relating to the subject matter of this transaction or the relationship that is being established shall be tried and litigated only in the state courts located in the County of Marion, State of Indiana, or the federal courts whose venue includes the County of Marion, State of Indiana. Student and Guarantor waive, to the extent permitted under applicable law, any right Student or Guarantor may have to assert that any such action or proceeding was brought in an inconvenient court or to object to venue to the extent any proceeding is brought in accordance with this paragraph.

WAIVER OF PUNITIVE DAMAGES: STUDENT, GUARANTOR (IF APPLICABLE), AND C1, BY ACCEPTANCE OF THIS NOTE, HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY SUCH PARTY.

WAIVER OF RIGHT TO JURY TRIAL: STUDENT, GUARANTOR (IF APPLICABLE), AND C1, BY ACCEPTANCE OF THIS ENROLLMENT AGREEMENT, EACH HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS ENROLLMENT AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR THE RELATIONSHIP THAT IS BEING ESTABLISHED. The scope of this waiver is intended to be all encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including contract claims, tort claims, breach of duty claims and all other common law and statutory claims. STUDENT, GUARANTOR (IF APPLICABLE), AND C1, BY ACCEPTANCE OF THIS ENROLLMENT AGREEMENT, FURTHER WARRANT AND REPRESENT THAT THEY HAVE REVIEWED THIS WAIVER AND THAT THEY KNOWINGLY AND VOLUNTARILY WAIVE THEIR JURY TRIAL RIGHTS. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS ENROLLMENT AGREEMENT).

EMPLOYMENT GUARANTEE DISCLAIMER

Due to State regulations, C1 cannot and does not guarantee job placement.

COMPLAINT PROCEDURE

MF I understand that I can direct questions or concerns regarding the school's satisfying the terms of this Enrollment Agreement to Chris Welch, President of C1. He can be reached at 800-296-1860.

STUDENT STATEMENT

I have read and understand this entire Enrollment Agreement with C1 and understand the obligation it imposes. I have signed this Enrollment Agreement of my own free will and without coercion. This Enrollment Agreement is legal and binding and any other verbal representation not in this Enrollment Agreement is not valid.

Musa (Signature of Student) [REDACTED] (Phone #) 06/18/07 (Date Signed)

Jackie Davis (Signature of School Representative) 1/8/07